

Michael W. McKelleb, Esq., SBN 12040
Troy R. Dickerson, Esq., SBN 9381
ANGIUS & TERRY LLP
9127 W. Russell Rd., Suite 220
Las Vegas, NV 89148
Telephone: (702) 990-2017
Facsimile: (702) 990-2018
mmckelleb@angius-terry.com
Attorneys for Defendant Granite Crest Homeowners Association

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE,SUCCESSOR IN INTEREST
TO BANK OF AMERICA, NATIONAL
ASSOCIATION, AS TRUSTEE
(SUCCESSOR BY MERGER TO LASALLE
BANK NATIONAL ASSOCIATION) AS
TRUSTEE FOR MORGAN STANLEY
MORTGAGE LOAN TRUST 2007-8XS, a
national bank,

Plaintiff,

v.

ATLANTIC REALTY GROUP, LLC, a
Nevada limited liability company; GRANITE
CREST HOMEOWNER’S ASSOCIATION,
a Nevada non-profit corporation,

Defendants.

Case No.: 2:18-cv-00915-JAD-GWF

**STIPULATED DISCLAIMER OF
INTEREST AND DISMISSAL OF
DEFENDANT GRANITE CREST
HOMEOWNERS ASSOCIATION**

ECF No. 10

COMES NOW, Defendant GRANITE CREST HOMEONWERS ASSOCIATION
(the “**Granite Crest**”), by and through its counsel, ANGIUS & TERRY LLP, and plaintiff, U.S.
BANK NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO BANK OF
AMERICA, NATIONAL ASSOCIATION, AS TRUSTEE (SUCCESSOR BY MERGER TO
LASALLE BANK NATIONAL ASSOCIATION) AS TRUSTEE FOR MORGAN
STANLEY MORTGAGE LOAN TRUST 2007-8XS (“**U.S. Bank**”), by and through its
counsel, ZIEVE, BRODNAX & STEELE, LLP, and hereby stipulate and agree as follows:

1 1. **WHEREAS**, U.S. Bank filed its Complaint in this matter on May 18, 2018,
2 asserting claims against Grantie Crest for declaratory relief and quiet title as part of its first
3 claim for relief;

4 2. **WHEREAS**, Granite Crest reviewed U.S. Bank's Complaint and determined
5 that U.S. Bank's first claim for relief does not seek monetary claims against Granite Crest, but
6 is limited to requesting declaratory relief and for quiet title, as alleged in the aforementioned
7 Complaint;

8 3. **WHEREAS**, Granite Crest determined that other than ongoing obligations
9 under certain Conditions Covenants and Restrictions ("CC&Rs") that run with the land,
10 Granite Crest has no present interest in the property which is the subject of this action, and
11 therefore no interest in this matter, including any interest in any determination this Court may
12 make in relation to declaratory relief and/or quiet title, except that a determination of this
13 Court has the potential to result in the renewal of previously held rights; nevertheless, Granite
14 Crest claims no current interest, title, or rights in relation to the subject property, except as
15 otherwise specified above;

16 4. **WHERAS**, to the extent Granite Crest may have any legally recognized
17 current interest, right, or title in relation to U.S. Bank's causes of action and/or claim(s) for
18 relief, Granite Crest hereby disclaims any such right, interest, or title, and therefore disclaims
19 any interest in any determination, order, and/or judgment this Court may issue in relation to
20 U.S. Bank's quiet title and/or declaratory relief causes of action;

21 5. **WHEREAS** the foregoing notwithstanding, Granite Crest acknowledges and
22 agrees that even though it disclaims any interest, right, or title in relation to U.S. Bank's
23 causes of action, it nevertheless agrees it shall be bound by any determination, order, and/or
24 judgment this Court may issue in relation to said claims;

25 6. **WHEREAS**, U.S. Bank, having reviewed the foregoing, agrees and verifies
26 that it does not seek monetary relief from Granite Crest in relation to any of its causes of
27 action against Granite Crest whatsoever;

28

7. **NOW THEREFORE**, based upon the representations, agreements, and stipulations contained herein, U.S. Bank and Granite Crest hereby stipulate and agree that following Granite Crest's disclaimer of interest and agreement to be bound by any non-monetary order of this Court, that Granite Crest shall be dismissed from this matter, with each party bearing their own costs;

8. **NOW THEREFORE**, Granite Crest’s dismissal from this action notwithstanding, Granite Crest nevertheless agrees to voluntarily make its “person most knowledgeable” available for any deposition and trial on the merits in this matter and to further participate in requests for documents from any party in this matter, without requiring the imposition of a subpoena.

Respectfully submitted this 6th day of July, 2018, by:

ANGIUS & TERRY LLP

/s/ Michael W. McKelleb

Michael W. McKelleb, Esq., SBN 12040
Troy R. Dickerson, Esq., SBN 9381
9127 W. Russell Rd., Suite 220
Las Vegas, NV 89148
Telephone: (702) 990-2017
Facsimile: (702) 990-2018
mmckelleb@angius-terry.com
Attorneys for Third Party Defendant
Granite Crest Homeowners Association

ZIEVE, BRODNAX & STEELE, LLP

/s/ J. Stephen Dolembro

Shadd A. Wade, Esq., SBN 11310
J. Stephen Dolembro, Esq., SBN 9795
9435 W. Russell Rd., Ste. 120
Las Vegas, NV 89148
T: (702) 948-8565
F: (702) 446-9898
sdolembro@zbslaw.com
Attorneys for Plaintiff
U.S. Bank, N.A.

ORDER

IT IS SO ORDERED. All claims against Granite Crest are dismissed, each party to
bear its own fees and costs.

U.S. District Judge Jennifer A. Dorsey
Dated: July 9, 2018